

AGENDA

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF STANISLAUS COUNTY

1010 10TH STREET, BASEMENT LEVEL, MODESTO

FEBRUARY 9, 2016

9:15 A.M.

- I. CALL TO ORDER
- II. CONSENT CALENDAR (Those items marked with an *)
 - *A. APPROVAL OF THE MINUTES OF SEPTEMBER 15, 2015
- III. AGENDA ITEMS
 - A. Approval of the Labor Agreement between the In-Home Supportive Services Public Authority of Stanislaus County and the United Domestic Workers of America (UDWA), Representing Stanislaus County In-Home Supportive Services (IHSS) Providers
- IV. PUBLIC FORUM
- V. ADJOURNMENT

MINUTES

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF STANISLAUS COUNTY SEPTEMBER 15, 2015

The In-Home Supportive Services Public Authority met in the Joint Chambers at 1010 10th Street, Basement Level, Modesto, California.

I. CALL TO ORDER

Convened at 5:30 p.m. for Special Session to sit as the Stanislaus County In-Home Supportive Services (IHSS) Public Authority

Members present: All

Members absent: None

Staff present: Jeff Lambaren

II. CONSENT CALENDAR (Those items marked with an *)

Chiesa/Monteith unan.

*II-A Approved the minutes of August 18, 2015

III. PUBLIC FORUM

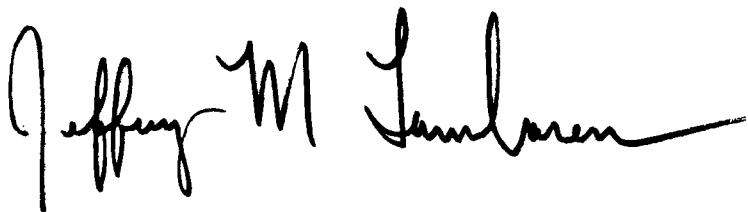
Prior to adjourning into Closed Session an opportunity was given to the public to address matters listed under Closed Session.

IV. CLOSED SESSION

A. Recessed to Closed Session at 5:31 p.m. for Conference with Labor Negotiator: Agency Negotiator: Stan Risen and Jody Hayes. Labor Organization: United Domestic Workers. Government Code Section 54957.6.

V. ADJOURNMENT

Reconvened at 5:47 p.m. for Special Session to sit as the Stanislaus County Board of Supervisors.



Jeffrey M. Lambaren
Executive Director

SITTING AS THE IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY OF STANISLAUS COUNTY
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: In-Home Supportive Services Public Authority *Jan*
Urgent _____ Routine X
CEO Concurs with Recommendation YES X NO _____
(Information Attached)

BOARD AGENDA# 9:15 a.m. - III-A
AGENDA DATE February 9, 2016
4/5 Vote Required YES X NO _____

SUBJECT:

Approval of the Labor Agreement between the In-Home Supportive Services Public Authority of Stanislaus County and the United Domestic Workers of America (UDWA), representing the Stanislaus County In-Home Supportive Services (IHSS) Providers

STAFF RECOMMENDATIONS:

1. Approve the tentative agreement reached between In-Home Supportive Services Public Authority of Stanislaus County and the United Domestic Workers of America (UDWA), representing the Stanislaus County In-Home Supportive Services (IHSS) Providers, for the period of February 9, 2016 through June 30, 2019.
2. Authorize the Community Services Agency (CSA) to submit a Rate Change Request to the California Department of Social Services (CDSS) to implement the salary and benefit provisions agreed to per the attached Memorandum of Understanding (MOU).

(Staff Recommendations continued on Page 2)

FISCAL IMPACT:

In-Home Supportive Services (IHSS) is a State mandated entitlement program, operated in Stanislaus County by the Community Services Agency (CSA). The 2015-2016 Operating Budget for IHSS Wages and Benefits is \$71.1 million, funded by Federal Medicaid revenue, State General Fund allocations and a required County Maintenance of Effort (MOE) share of cost obligation of approximately \$9.4 million.

(Fiscal Impact continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2016-86

On motion of Supervisor Chiesa, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, De Martini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS Continued:

3. Authorize the Chairman of the Public Authority (PA) and all parties to sign the agreement.
4. Authorize the Chief Executive Officer or his designee(s) to negotiate and execute an agreement with the UDWA for the Provider Supplies Program at a total cost not to exceed \$15,000 or \$5,000 per year for three years, funded by IHSS Provider Premium Reserve Funds.
5. Authorize the Chief Executive Officer or his designee(s) to negotiate and execute a sole-source agreement with the California Independent Provider Training Center (CAIPTC) for training of IHSS Providers in Stanislaus County at a total cost of \$150,000 or \$50,000 per year for three years, funded by IHSS Provider Premium Reserve Funds.
6. By 4/5 vote, authorize the transfer of \$45,582 from Appropriations for Contingencies to fund the increase to county share in the Community Services Agency IHSS Public Authority – Provider Wages and IHSS Public Authority - Benefits Administration budgets. This cost will be offset at year-end close by funds previously assigned for this purpose in the Adopted Final Budget 2015-2016.
7. Direct the Auditor Controller to make the necessary adjustments to the Community Services Agency IHSS Public Authority – Provider Wages and IHSS Public Authority - Benefits Administration budgets as reflected in the budget journal form.

FISCAL IMPACT Continued:

The 2015-2016 Operating Budget factored wages at \$10.20 per hour and no benefit costs, consistent with the Public Authority-United Domestic Workers of America (UDWA) Labor Agreement for the period of June 1, 2012, through June 30, 2016. The new proposed labor agreement with UDWA, covers the period of February 9, 2016 through June 30, 2019, and provides for the following wage and benefit modifications:

- Increase wages \$.25 from \$10.20 to \$10.45 per hour effective May 1, 2016, or on the date of approval by the California Department of Social Services (CDSS), whichever is later;
- Increase wages \$.20 from \$10.45 to \$10.65 per hour effective January 1, 2017;
- Increase wages \$.20 from \$10.65 to \$10.85 per hour effective January 1, 2018.
- In addition, up to \$.10 per paid provider hour for a new health plan for dental and vision benefits.

The total cost of this three year wage and benefit package is estimated to be annualized ongoing at \$6,033,800, with an ongoing estimated net County cost impact of approximately \$633,367.

Approval of the Labor Agreement between the In-Home Supportive Services Public Authority of Stanislaus County and the United Domestic Workers of America (UDWA), Representing the Stanislaus County In-Home Supportive Services (IHSS) Providers

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Maintenance of Effort (MOE) legislation requires a county share increase to the IHSS MOE for any locally negotiated wage or benefit increases. This is calculated on the original distribution of provider hours in the MOE base year, 2011-2012. The annual cumulative increased program costs and estimated ongoing MOE impact is as follows:

- Fiscal Year 2015-2016 \$385,445 total program and MOE increase, County share impact of \$45,582;
- Budget Year 2016-2017 \$3,302,121 total program and MOE increase, County share impact of \$362,053;
- Budget Year 2017-2008 \$4,995,062 total program and MOE increase total, County share impact of \$533,978; and
- Budget Year 2018-2019 \$6,033,800 total program and MOE increase total, County share impact of \$633,367.

As noted, the current fiscal year impact of this labor agreement represents an increase in IHSS program costs of approximately \$385,445, for a projected total program and provider insurance benefit cost of \$71.5 million. The County share obligation of this increased program cost due to the wage and benefit increase effective May 1, 2016, is \$45,582 which will be funded by a corresponding increase to the Community Services Agency (CSA) County General Fund Mandated Match contribution. Funds are available and assigned for this purpose in General Fund fund balance. The accounting for the transfer will be made through CEO - Appropriations for Contingencies, upon approval of this transfer, by the Board of Supervisors by 4/5 vote.

In the prior Fiscal Year 2014-2015, CSA was able to generate County share savings through reduced assistance caseload expenditures and two years of realized 1991 Realignment growth funds. As a result, CSA returned \$1.8 million to the General Fund at year-end close. Of this amount, \$1 million was dedicated to provide financial support for the PA –UDWA labor negotiation process and resulting MOU. This assignment of funds will support annual increases to the CSA Mandated Match contribution, and avoid impact to the County General Fund through Fiscal Year 2017-2018.

Beyond wages and benefits, the parties agree to the following strategies to support Providers, enhance services provided to Consumers, expand training and career development opportunities and use the funds in the IHSS Provider Premium Reserve, which are already included in the current Operating Budget, through the course of this agreement:

- \$18,000 per year for three years for a total of \$54,000 to provide for administrative start up and operations costs for the new UDWA administered IHSS Provider Dental and Vision Health Benefit Trust;
- \$100,000 in a one-time cash advance to fund start-up of the new UDWA Dental and Vision Health Benefit Trust. Health benefit costs will ultimately be reimbursed in arrears, subject to the \$.10 per paid provider hour maximum, and the cash advance funds will be recouped at program close-out to support actual benefit costs in the final claiming process;

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- \$5,000 per year for three years for a total of \$15,000 for Provider Supplies;
- \$50,000 per year for three years for a total of \$150,000 for Provider Training;
- The balance of the funds available in the IHSS Provider Premium Reserve will be the subject for future consideration and action by the Public Authority Board.

The attached Budget Journal provides the necessary increase to Fiscal Year 2015-2016 appropriations and estimated revenues. Future CSA budgets for Fiscal Year 2016-2017, Fiscal Year 2017-2018 and Fiscal Year 2018-2019 will incorporate the balance of the approved package as well as the required annual 3.5% increase to MOE each budget year. Balancing strategies will include Federal Medicaid funds, State allocations, Realignment funding, Departmental financial leveraging, Assigned Fund Balance and County General Fund Mandated Match.

DISCUSSION:

The prior Memorandum of Understanding (MOU) with United Domestic Workers of America (UDWA) for the period of June 1, 2012 through June 30, 2016 was approved by the Board of Supervisors sitting as the In-Home Supportive Services (IHSS) Public Authority of Stanislaus County on March 25, 2014. This agreement was reached following significant funding changes to the IHSS program instituted with passage of the State Budget, and trailer bills Senate Bill (SB) 1008 and SB 1036, for implementation in Fiscal Year 2012-2013.

In an effort to control costs and improve care for thousands of poor elderly residents, the State created the Coordinated Care Initiative (CCI). CCI is designed to improve care coordination for individuals who receive both Medi-Cal and Medicare, many of which are IHSS Recipients. As part of CCI, the State proposed to shift collective bargaining to a Statewide Public Authority and create a new funding formula for IHSS. CCI would start in the eight pilot counties of Alameda, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Mateo and Santa Clara. Once a county had completed its CCI enrollment, collective bargaining for IHSS Providers would shift from the local level to a newly created Statewide Public Authority (Statewide Authority). Transition of the program is still in progress in the initial eight pilot counties. Stanislaus County is expected to transition to the CCI program with the subsequent transfer of labor relations' responsibilities to the Statewide Authority sometime in the future.

Also included in the legislation was the change in funding for the IHSS Program. The State changed the program funding, moving from a sharing formula to a Maintenance of Effort (MOE). Counties were issued a MOE amount based on their county's share of Fiscal Year 2011-2012 IHSS expenditures, which included IHSS Administration, Public Authority (PA) Administration and IHSS Provider Wages and Benefit expenses. Each year, beginning July 1, 2014, counties would also receive an annual inflation factor of 3.5%. As a provision of the legislation, the counties would be responsible for any locally negotiated wage increase, using the pre-existing sharing formula, until the Statewide Authority assumes responsibility for collective bargaining.

The prior MOU was also impacted by challenges with the previous benefits plan, resulting in significant under-enrollment of providers. The under-enrollment issue was discussed with the UDWA in 2012, but no definitive solution was reached at that time. The unintended consequence of

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under-enrollment in the previous limited benefits plan was that funds accumulated to the extent that approximately \$2.4 million were available and reserved for provider health insurance support in PA deferred revenue accounts. Two deferred revenue accounts were established. The first account was the Provider Premium Reserve, composed solely of IHSS Provider contributions. The second fund, the IHSS Benefits Reserve, was composed of Federal, State and County funds. UDWA and the PA discussed various options to utilize the deferred revenue in a manner that recognized the PA fiduciary responsibility for providing health insurance benefits.

The existing MOU agreement terminated the health benefits plan operated by the PA, as it was not compliant with Affordable Care Act guidelines. IHSS Providers were encouraged to enroll in Covered California (California Health Exchange). The Provider Premium Reserve funds, totaling approximately \$500,000, were dedicated to reimburse qualifying IHSS Providers who purchased health insurance through Covered California. The remaining \$1.9 million, the balance in the IHSS Benefits Reserve, were slated for use to fund a dental and vision plan. The initial concept was for the dental and vision plan to be administered by UDWA wherein the PA would pay dental and vision costs for IHSS Providers until the fund was fully expended. The intent was for the PA to have no financial obligation towards Provider benefits once the existing reserve funds have been exhausted.

The previous MOU with UDWA required that the PA seek approval from the California Department of Social Services (CDSS) regarding the use of the IHSS Benefits Reserve. In early 2014, the PA contacted CDSS regarding the locally agreed upon concept to use the IHSS Benefits Reserve deferred revenue account to fund a new dental and vision plan administered by UDWA. In mid-June 2014, the PA received verbal notification that the conceptual dental/vision plan was not an allowable use of the IHSS Benefits Reserve funds and that \$1.7 million of the deferred revenue would have to be returned to the State and Federal funding sources. Upon the direction of the IHSS Public Authority Board, an in-person appeal was made to CDSS regarding use of the deferred revenue funds. Ultimately, in August of 2014, the PA received written confirmation that funding from the IHSS Benefits Reserve deferred revenue account was to be returned to the appropriate Federal and State funding sources.

As noted above, the MOE base was predicated on the IHSS expenditures from Fiscal Year 2011-2012. Under the claiming convention utilized at the time, IHSS expenditures were overstated and excess funds were held in Benefits Reserve. As part of the appeal to use the IHSS Benefits Reserve, the County requested in the event the use of deferred revenue was not authorized by CDSS, that a corresponding reduction to the County's MOE be authorized, equivalent to the amount over-claimed in Fiscal Year 2011-2012. On March 12, 2015, the County received final instructions regarding the remittance of Federal and State funds held in Benefits Reserve and rebated \$1,687,123 to the appropriate Federal and State revenue sources, retaining the County portion of \$178,254. CDSS approved the adjustment to the MOE, estimated at that time as an ongoing County savings of approximately \$83,257.

During the ongoing discussion with UDWA over use of the IHSS Benefits Reserve and request to CDSS on use of the deferred revenue, an opportunity to negotiate a new MOU between UDWA and the PA was explored and both parties were agreeable to revising the existing agreement. Labor

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Negotiations focused on three issues; wages, benefits and a new strategy for IHSS workforce development and Provider enhancement.

The parties worked over the course of many months and ultimately reached a tentative agreement on a wage package, which has been ratified by UDWA membership. The initial increase in IHSS Provider wages from the current level of \$10.20 per hour to \$10.45 per hour would occur upon approval of this agreement by the IHSS Public Authority Board and CDSS, which is expected to occur no earlier than May 1, 2016. The agreement also contains additional wage increases on January 1, 2017, from \$10.45 per hour to \$10.65 per hour, and another increase on January 1, 2018, from \$10.65 per hour to \$10.85 per hour. The term of the new MOU is from February 9, 2016, through June 30, 2019.

As previously described in the existing MOU, the IHSS Provider Premium Reserve was used to help offset the cost to IHSS Providers who were on the PA Health Benefit Plan as of December 2013 subsequently transition to Covered California (California Health Exchange). The Transitional Assistance program has been underutilized and the parties now agree to instead use the funding for other benefits for IHSS Providers in Stanislaus County. With the adoption of the new MOU, the Covered California Transitional Assistance program will end. Prior to termination, the PA will notify all participants of the termination of the program.

As the parties negotiated wages, discussion continued on a dental and vision plan for IHSS Providers to be administered by UDWA. The County had since received a reduction to its MOE costs, providing an opportunity to implement a dental and vision plan for IHSS Providers. The dental and vision plan for IHSS Providers would be administered by UDWA through a Trust. To ensure that there were no issues with the claiming methodology, the County sought preapproval from CDSS. The PA communicated the claiming concept to CDSS in October 2015 and received a response in November 2015, indicating that only actual expenditures would be allowable; a claim based on an estimate, however determined, would not be allowable.

With the claiming issue determined and understood by the parties, a tentative agreement was reached on the IHSS Provider dental and vision plan administered by UDWA through a Trust. To bring the new Trust into existence, it was determined that funding from the other deferred revenue source, the IHSS Provider Premium Reserve, would be used. The IHSS Provider Premium Reserve will fund the start-up costs for the Trust, covering expenses such as legal fees, filing fees, and ongoing administrative costs. Funding for start-up would amount to \$18,000 per year for three years for a total of \$54,000. Additionally, to provide the new Trust with funding required to pay for IHSS Provider health benefits until actual costs could be reimbursed by the PA through claiming, a cash advance of \$100,000 will be issued from the IHSS Provider Premium Reserve. The advance funds will be recouped in the final month of the dental and vision program at program close-out per the MOU agreement.

Additionally, a new concept was developed to enhance the IHSS Provider workforce through training opportunities and the issuance of supplies to support customer service for the IHSS Providers. Funding for training and supplies will come from the balance of the IHSS Provider Premium Reserve. A maximum amount of \$15,000, \$5,000 per year for three years, will be

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dedicated to Provider supplies. The supplies will be available from the PA and UDWA so that each may give supplies to the IHSS Provider workforce. Supplies will consist of items such as, but not limited to, gloves, masks, hand sanitizer, etc. The operational plan for Provider supplies will be negotiated and executed in a side agreement in follow-up to the MOU.

Training to enhance the IHSS Provider workforce was agreed to in concept, with two ideas presented; a more basic training plan and a career training plan. For the basic training plan, the parties agreed to utilize UDWA's California Independent Provider Training Center (CAIPTC). Through CAIPTC training on Caregiving Essentials, Bloodborne Pathogens and CPR will be provided throughout Stanislaus County at no cost to Stanislaus County IHSS Providers. The total amount of \$150,000 over a three year period, \$50,000 per year for three years, was the agreed upon amount for the training of IHSS Providers through CAIPTC. The operational plan for CAIPTC training will be negotiated and executed in a side agreement in follow-up to the MOU.

Utilization of the remaining IHSS Provider Premium Reserve funds of approximately \$300,000 will be the subject of future meet-and-confer topics. The parties agree to continue discussions on development of career path training; either party may request a discussion on this issue.

POLICY ISSUE:

In accordance with Welfare and Institutions Code 12301.6, the IHSS Public Authority is the employer of record for Individual Providers/Home Care Workers for collective bargaining purposes and can consider the effect of this labor agreement and take action in accordance with the fiscal and policy direction and priorities of the organization.

STAFFING IMPACT:

There is no staffing impact associated with this item. Existing staff at the Public Authority and the Community Services Agency will monitor and administer the agreement.

CONTACT PERSON:

Jody Hayes, Assistant Executive Officer, (209) 525-5714
Jeffrey M. Lambaren, Public Authority Director, (209) 558-1665

Attachment – Memorandum of Understanding between the In-Home Supportive Services Public Authority of Stanislaus County and the In-Home Supportive Services Providers Represented by the United Domestic Workers of America

**Summary of Tentative Agreements
 IHSS Providers
 February 9, 2016**

1	Terms of the Agreement	41 Months February 9, 2016 – June 30, 2019
2	Salary Increases	Salary increases for all IHSS Providers \$0.25 - Effective upon approval by CDSS \$0.20 - Effective January 1, 2017 \$0.20 – Effective January 1, 2018
3	Health Insurance	\$0.10 – Up to per Paid Hour, based on actual costs
4	Supplies	\$5,000 per year for three years (\$15,000) for the purchase of supplies (gloves, masks, hand sanitizer, etc.); funded by Provider Premium Reserve
5	Training	\$50,000 per year for three years (\$150,000) for IHSS Provider training administered through UDWA’s California Independent Provider Training Center (CAIPTC); funded by Provider Premium Reserve
6	Administration	\$18,000 per year for three years (\$54,000) for start-up costs for the trust (legal fees, bank fees, filing fees and ongoing administrative costs, etc.); funded by Provider Premium Reserve \$100,000 one-time cash advance to support cash flow needs at start-up; funded by Provider Premium Reserve and adjusted/recouped through claims by program close-out

The complete language for all tentative agreements is located in the Memorandum of Understanding (MOU) between the In-Home Supportive Services Public Authority of Stanislaus County and the United Domestic Workers of America representing Stanislaus County In-Home Supportive Services Providers. This document is intended to summarize the changes in the MOU agreed to in the negotiations process. The language in the MOU represents the final binding terms of the agreement between the parties.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE IN-HOME SUPPORTIVE SERVICES PUBLIC
AUTHORITY OF STANISLAUS COUNTY**

AND

**THE IN-HOME SUPPORTIVE SERVICES
PROVIDERS**

REPRESENTED BY

THE UNITED DOMESTIC WORKERS OF AMERICA

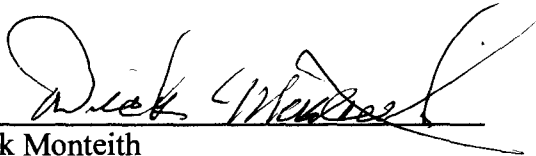
February 9, 2016 – June 30, 2019

Memorandum of Understanding
Between the IHSS Public Authority of Stanislaus County and the
In-Home Supportive Services Providers
Represented by
The United Domestic Workers of America

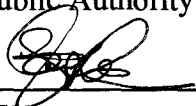
THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO BETWEEN THE IHSS PUBLIC AUTHORITY OF STANISLAUS COUNTY, HEREINAFTER REFERRED TO AS THE "PUBLIC AUTHORITY" AND THE IN-HOME SUPPORTIVE SERVICES PROVIDERS, REPRESENTED BY THE UNITED DOMESTIC WORKERS OF AMERICA, HEREINAFTER REFERRED TO AS THE "UNION".

Pursuant to the Employee Relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the Public Authority and the Union have met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth and are in agreement with the provisions of the Memorandum of Understanding.

FOR THE PUBLIC AUTHORITY:



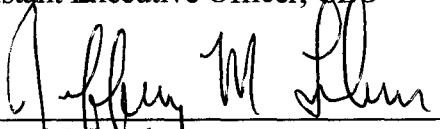
Dick Monteith
Chairman, Board of Supervisors
IHSS Public Authority



Stan Risen
Chief Executive Officer

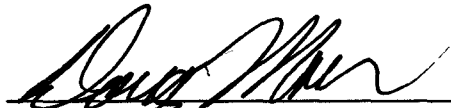


Jody L. Hayes
Assistant Executive Officer, CEO



Jeffrey M. Lambaten
Executive Director, Public Authority

FOR THE UNION:



Doug Moore
Executive Director, UDWA



Editha Adams
President, UDWA




Matthew Maldonado
Chief Negotiator, UDWA





Mike Loza
Regional Coordinator, UDWA

Signatures continued from Page 1

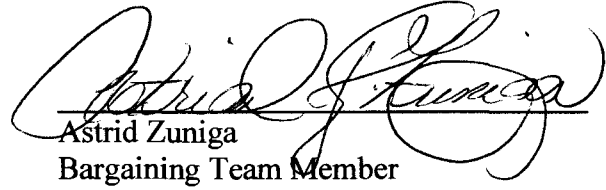
FOR THE PUBLIC AUTHORITY:


Kathryn M. Harwell
Director, CSA

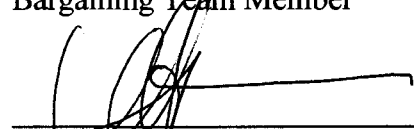

Patrice Dietrich
Deputy Executive Officer, CEO

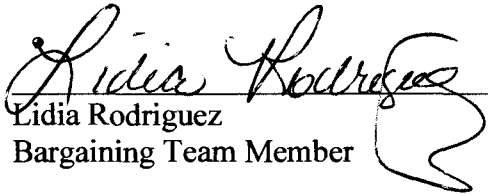

Jan Viss
Assistant Director, CSA

FOR THE UNION:


Astrid Zuniga
Bargaining Team Member


Chris Rector
Bargaining Team Member


Gary Rector
Bargaining Team Member


Lidia Rodriguez
Bargaining Team Member

Date Signed: 2/5/14

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PREAMBLE

It is in acknowledgment of the intrinsic value of the In-Home Supportive Services (IHSS) program and its constituent parties that this Memorandum of Understanding (MOU) or agreement is entered into by the Public Authority and the IHSS Providers represented by United Domestic Workers of America (Union).

The relationship between the Public Authority, the IHSS Provider, and the *IHSS Consumer is a unique one, which begs a high level of compassion, humanity, understanding and respect. These parties and the IHSS program itself benefit our community in innumerable ways, including better service delivery, greater civic participation, and the economic stimulation that millions of federal and state matching dollars bring to our local businesses.

This MOU formalizes the unique employer-employee relationship defined in law between the Public Authority administered Individual Provider (IP) program and the Union. It is recognized by the parties that the Public Authority does not employ or manage the IHSS Provider workforce in the role of a traditional employer and that the IHSS Consumer remains the employer for the purposes of hiring, firing and directing the work of any Individual Provider providing services to them. The Union and the Public Authority commit themselves in this MOU to some goals that not only benefit Providers but are also intended to benefit Consumers of IHSS services.

The Public Authority and the Union recognize that due to the nature of the relationship between them and the role of that relationship in the IHSS Program, the implementation of various provisions of this MOU will require the assistance and cooperation of agencies that are not party to this MOU. The Public Authority and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provision of this MOU.

Furthermore, the Public Authority agrees to make every effort to ensure that the managers, case workers, and other Public Authority staff associated with the program respect IHSS Providers and understand the work diligently provided by IHSS Providers is difficult and valuable to our community. Likewise, the Union agrees to make every effort to ensure that the members of the bargaining unit respect all Public Authority staff associated with the program and understand that their work is also valuable and demanding.

**For purposes of this agreement, the terminology "IHSS Consumer" is synonymous with "IHSS Recipient" as referred to in the California Welfare and Institutions Code. The use of the term "IHSS Consumer" does not impart any additional rights/authorities other than those granted to "IHSS Recipients" by State and/or Federal law.*

1. RECOGNITION

The Public Authority recognizes the United Domestic Workers of America (UDWA), AFSCME LOCAL 3930, AFL-CIO, as the exclusive representative of the In-Home Supportive Services Individual Providers covered by this Agreement.

2. MODIFICATION

No provision or terms of this Agreement may be amended, modified, altered or waived except by written agreement between the parties hereto.

3. WAIVER

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or conditions.

4. SAVINGS & SEPARABILITY

In the event that any Article, Section or portion of this Agreement is declared invalid by a court of competent jurisdiction or is in contravention of any applicable law, the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect.

5. UNION ACCESS TO PUBLIC AUTHORITY BUILDINGS

The Public Authority agrees to admit to any of its offices the authorized representative(s) of the Union for purposes of adjusting grievances and conducting legitimate, appropriate Union business related to enforcing and monitoring this Agreement. The Union shall notify the Public Authority of the name of its authorized representatives upon ratification of this Agreement.

6. LANGUAGES

The Public Authority shall provide the capability at its administrative office to communicate with IHSS Providers as required by Title VI of the Civil Rights Act of 1964.

7. NON-DISCRIMINATION

The parties agree that the provisions of this Agreement shall be interpreted, applied, and/or enforced without favor or discrimination based upon union membership, race, ancestry, religion, color, age, national origin, political affiliation or belief, disability, medical condition, pregnancy related condition, sex, marital status or sexual orientation and in compliance with Federal and State laws.

8. CONSUMER RIGHTS

The Union and the Public Authority recognize the right of IHSS Consumers, as established by law, to hire, supervise and terminate the work of any IHSS Provider providing services to them as well as to train such individuals in the manner in which those services are to be provided.

The Union shall not seek nor receive information from the Public Authority regarding the name, address, phone number, or any other personal information regarding Consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information pertaining to Consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. If Consumer information is disclosed pursuant to this section, the Consumer and the Public Authority shall be notified of such release or disclosure immediately. The Consumer has the right to consent to the disclosure of information described herein but such consent may be withdrawn at any time for any reason.

Union representatives will not seek to conduct union business related to enforcement of this Agreement at the home of the Consumer without the express permission of the Consumer. In certain instances, union representatives may inadvertently visit a Consumer's home, having been given the Consumer's address as that of the Provider. Under such circumstances, the union representative may speak with the Provider after explaining the purpose of the visit and receiving permission from the Consumer. If the address visited is the residence of both the Provider and the Consumer, permission to conduct union business must be given by both the Provider and the Consumer, whenever possible and practical.

Any determination regarding the amount of service hours an IHSS Consumer shall be authorized is made by the Stanislaus County Community Services Agency in consultation with the Consumer. Consumers have the right to have an authorized representative of their choice, including the Provider or Union representation, present during any evaluation or annual assessment and for any appeal process regarding their authorized service hours.

9. CONSUMER RESPONSIBILITY NOTICE

The Public Authority and the Union acknowledge that IHSS Consumers have the legal right to hire, train, supervise and terminate the work of the IHSS Provider who provides them service. The parties also acknowledge that this legal right brings with it a Consumer responsibility to inform the IHSS Provider of changes in their allotted service hours.

The County shall include in each notice of change in service hours to IHSS Consumers a responsibility notice, which shall read:

“As a matter of respect and in an effort to enhance communications between you and your Provider(s), you, as the employer, under Section 30-764.31 of the IHSS Regulations, have a responsibility to inform your Provider(s) of any changes that will result in a change in his/her paid working hours.”

A dated copy of the Consumer responsibility notice shall be kept, by the County, in the service file of the Consumer.

10. REGISTRY

One of the Public Authority's primary functions is to provide Registry services to facilitate the referral of IHSS Providers to IHSS Consumers. The Public Authority retains the exclusive right to list, refer, suspend or remove an IHSS Provider from its Registry. The Public Authority will adopt written uniform procedures regarding the operation of the Registry and shall make a copy of the most current version of these procedures available to the union and all Providers who apply to the Registry.

11. RESPITE

The Public Authority and the Union recognize that to improve retention of IHSS Providers, prevent crises, improve consistency of care to IHSS Consumers, and to promote a better, safer working environment a plan should be developed for providing respite services to Consumers so that IHSS Providers may take time off from their regular duties. The Public Authority and the Union shall work together, through the Labor-Management Relations Committee, to develop a plan to create a mechanism for respite care services. Such a plan shall include program options that include development of a paid respite benefit for bargaining unit members and utilize the Public Authority Registry and any Union Registry mechanism that may be developed. Program mechanisms for creating a respite classification of bargaining unit members shall also be explored. Other issues to be explored by the Committee shall include, but not be limited to:

1. Leveraging existing programs
2. Funding

12. GRIEVANCE PROCEDURE

From time-to-time there may be differences and misunderstandings about the interpretation and application of the terms of this Agreement. Both parties agree that these differences and/or misunderstandings should be resolved promptly and, whenever possible, through informal means of communication between Providers and the Public Authority. The Union will encourage bargaining unit members to discuss and resolve their concerns directly with appropriate Public Authority staff as the first step in addressing any work-related problem in order to prevent the need for a formal grievance. However, it is also acknowledged that occasions may arise in which informal means are inadequate to resolve work-related disputes concerning the interpretation or application of this Agreement.

Definition

A grievance is hereby defined as a claim by an IHSS Provider, a group of IHSS Providers, or the Union representing the IHSS Providers covered by this Agreement, involving an alleged violation of a provision of this Agreement by the Public Authority. Participation in the grievance procedure in any capacity shall be solely on the bargaining unit member's own time and shall not

be considered as within any IHSS Consumer's allocated service hours, or as paid time.

The Grievance procedure shall not apply to matters over which the Public Authority has no jurisdiction or Consumer rights.

Procedural Steps

All grievances shall be handled in the following manner:

Step one: The Provider and/or Union representative shall meet and present the grievance to the Public Authority designee within ten (10) working days of the alleged violation. The Public Authority designee will respond to the grievance, in writing, within ten (10) days of this meeting.

Step two: If no settlement is reached in Step one, the grievance shall be submitted to the Director of the County's Community Services Agency (Department Head) within ten (10) working days from the Step one response. The Director, within ten (10) working days, shall meet with the Provider/Union to discuss the grievance. The Director will respond to the grievance, in writing, within ten (10) working days of this meeting.

Step three: If no settlement is reached within ten (10) working days after the Step two-grievance response is received, the Provider/Union shall have the right to request an impartial mediation through the State Mediation and Conciliation Service. The mediator will meet with the parties to attempt to resolve the grievance and the parties shall share any mediation costs equally.

Step four: In the event the grievance is not resolved by mediation, the grievance may be submitted for Arbitration within ten (10) working days after the mediation meeting. No grievance may proceed to arbitration until there has been an attempt to resolve the matter through mediation at Step three of this procedure. If the Provider wishes to appeal the Department Head's decision to binding arbitration, the Provider may do so through the Union only. The appeal shall be made in writing to the Chief Executive Officer, specifically stating this option, within ten (10) working days after receipt of the Department Head's decision.

General Provisions for Arbitration

- A. Selection of Arbitrator - If the required steps of the grievance procedure have been exhausted and the grievance remains unresolved and is subject to arbitration, the arbitrator may be selected by mutual agreement between the Chief Executive Officer and the Union. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.
- B. Arbitration Issues - The parties shall, within ten (10) working days following the submission review of the Chief Executive Officer, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the

parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of the evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator no later than five (5) working days prior to the arbitration hearing.

- C. Arbitration Expenses Shared - The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees shall be borne by the party incurring that cost. If both parties agree to the use of a court reporter, or if the arbitrator requires the use of a court reporter, the cost of the court reporter shall be shared equally. Absent mutual agreement, the side requesting use of the court reporter shall absorb the cost. The cost of the transcript, if one is prepared, shall be absorbed by the party requesting the transcript, unless both parties mutually agree to share the cost of the transcript. If the arbitrator requests that a copy of the transcript be prepared, both parties shall equally share the cost of the transcript.
- D. Duty of Arbitrator - The arbitrator shall conduct an informal hearing, and any other meetings or investigations as are appropriate in his/her judgment. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum of Understanding, Stanislaus County Code, resolution, or written departmental policy. He/she shall consider and make a decision with respect to only the specific issue(s) submitted, and shall not have authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the Memorandum of Understanding, applicable State or Federal laws, Stanislaus County Code, resolution, or written departmental policy, he/she shall decide the appropriate resolution. The arbitrator shall have no authority to substitute his/her judgment for that of the County as to any matter within the County's discretion. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties. Proposals to add to or change the Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this section.
- E. Evidence - At the hearing, both parties shall have the right to be heard and to present evidence. The following rules shall apply:
1. Oral evidence shall be taken under oath.
 2. Each party shall have the right to call and examine witnesses, introduce exhibits, and cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct

examination. If the Provider does not testify on his/her own behalf the Provider may be called and examined as if under cross-examination.

3. The Public Authority shall be allowed to have one (1) Provider who may be called upon to testify as a witness, present at the arbitration hearing at all times.

F. Binding Decision - The decision of the arbitrator shall be binding upon the Provider, the Union, and the Public Authority.

Based upon significant financial impact of the arbitrator's decision upon the Public Authority, within ten (10) working days of receipt of the arbitrator's decision, the Public Authority may request that the Union meet with the Public Authority to discuss the financial impact of the decision. The Union agrees to meet and consult with the Public Authority over the impact upon the Public Authority of the decision. Absent agreement between the parties to modify or mitigate the impact of the arbitrator's decision, the decision of the arbitrator shall be final and binding on the parties. The arbitrator may sustain, modify or rescind an appealed action.

G. Arbitrator's Decision Due - Unless the parties agree otherwise, the arbitrator shall render the decision in writing within thirty (30) days following the close of the hearing to the Chief Executive Officer. The Chief Executive Officer shall immediately provide a copy of the decision to the Provider; the Provider's duly elected representative and the Department Head. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

H. Non-Union Representation - In the event that a Provider chooses to represent himself/herself, or arranges for representation independent of the recognized Provider organization, arbitration as provided herein shall not be available to the Provider.

13. TERM AND SALARY

This agreement replaces the prior agreement for the period of June 1, 2012 through June 30, 2016. The term of this agreement shall commence upon final ratification by both parties and will end at midnight on June 30, 2019.

Wages

Wages upon commencement of this agreement shall be \$10.20 per hour.

Upon approval of this agreement by both parties, the Public Authority will submit a wage modification to the California Department of Social Services (CDSS) to increase wages from \$10.20 per hour to \$10.45 per hour to be effective no earlier than May 1, 2016 or as soon as CDSS approves and processes the wage modification.

The Public Authority will submit an additional wage modification to CDSS to increase wages from \$10.45 per hour to \$10.65 per hour to be effective January 1, 2017.

The Public Authority will submit an additional wage modification to CDSS to increase wages from \$10.65 per hour to \$10.85 per hour to be effective January 1, 2018.

Cardio-Pulmonary Resuscitation Certification Differential

A. Overview

Upon the effective date of this Agreement the Public Authority shall provide at no cost, except as described in the Fee Section, to Providers under this Agreement, CPR certification training on an ongoing basis throughout this agreement. CPR Training will be available on a first come first serve basis with preference given to Registry Providers. The availability of CPR training is subject to a sufficient number of Providers enrolling in the training to meet the minimum number of students required by the CPR training provider. The Public Authority may conduct additional CPR training if the level of enrollment exceeds the number of training slots available on a quarterly basis.

B. Notification

The Public Authority and the Union will promote the CPR training to Providers through the use of communication materials (such as newsletters, flyers, websites, etc.). Dates and times will be provided by the Public Authority to the Union on an ongoing basis.

C. Cancellation/Rescheduling

Providers covered under this agreement, who enroll in CPR training, must contact the Public Authority two (2) business days prior to the scheduled training date in the event the Provider wishes to cancel or reschedule the training.

D. Fees

Except as provided in Section C above, Providers who are scheduled for CPR training and do not attend shall be deemed to have used their CPR differential for a period not to exceed the length of the certification's term. Providers who missed scheduled training without prior notification, as described in the Cancellation/Rescheduling section, may take CPR training but will be required to pay the cost of said training prior to enrollment. The Public Authority will take into consideration mitigating circumstances regarding a Provider's failure to timely notify the Public Authority of a Provider's intent to cancel a scheduled training. Providers will not be required to pay for missed trainings or late cancellations in cases in which the Public Authority is not required to pay for the missed training class.

14. PAYROLL/DIRECT DEPOSIT

Payroll

To promote a timely and accurate payroll system, the Public Authority and the Union will utilize the Labor Management Relations Committee to identify causes and solutions to on-going

problems resulting in late, lost or inaccurate paychecks and related payroll issues. When the causes of problems are outside the direct control of the Public Authority, the Public Authority and the Union agree to work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies and working with those agencies to seek and implement appropriate solutions. When the causes of problems are within the control of the Public Authority, the Public Authority will act expeditiously to solve the problem and work to prevent said problems from occurring in the future.

Direct Deposit

This option has been made available by the State Controller and this service is optional and made available at no cost to the Provider.

15. UNION MEMBERSHIP AND DUES CHECKOFF

A. Purpose

Both the Public Authority and the Union recognize the responsibility of the Union to provide fair and professional representation to the Providers in the bargaining unit. The Public Authority and the Union mutually understand and agree that all affected Providers have the option to join or not join the Union.

B. Union Membership

Any Provider subject to this Memorandum of Understanding shall be provided (by the Union at the time of orientation) an authorization form and written notice that the Public Authority has a Memorandum of Understanding with the Union regarding wages, benefits and other terms and conditions of employment.

C. Payroll Deductions

The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues from the regular semi-monthly pay warrants of Providers authorizing such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, including voluntary P.E.O.P.L.E. contributions, specifying the purpose(s) of the deduction. The State shall continue to make such deductions as instructed for so long as the Union provides such instruction.

D. Sufficiency of Provider's Earnings

The Provider's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or other deductions that have been check off authorized. When a Provider is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Provider who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction

shall be made. In this connection, all other legal and required deductions (including dental and vision care deductions) have priority over Union dues or other authorized Union deductions.

E. Communication Between Agencies

The Union has the exclusive privilege of dues deduction for all Providers who elect to join the Union. The Union will advise, as necessary to initiate deduction, CDSS and/or State Controller, as the payroll agent(s) for its IHSS Individual Providers, to deduct all authorized dues, fees and/or assessments as required by the Union, or as voluntarily requested by bargaining unit members.

F. Exchange of Information

The Public Authority shall provide all necessary information in order to assist in the implementation of the Agreement between the Union and the Public Authority, unless such information is prohibited by law. The Public Authority shall assist in providing all necessary information to assist in dues and deduction processing for Providers who elect to join the Union. The Public Authority may provide the information directly to the State representatives and/or to the Union to allow for an orderly processing of dues and deduction processing for Union members. The Union also agrees that in the event the Public Authority provides to the Union confidential Provider information, including but not limited to Provider's name and social security number, the Union agrees to treat the information as confidential and private and to use it only for the purposes of performing dues and deduction processing. The Union agrees that in the event information such as social security or other information which has been provided to the Union is released by the Union and used for purposes other than the implementation of the Agreement between the Public Authority and the Union, that the Union will indemnify, defend and hold the County and Public Authority harmless for any actions that may arise for violation of privacy or use or improper use of said confidential Provider information.

G. Indemnification

The Union shall indemnify, defend and hold harmless the Public Authority, the County its agents, officers, and employees from and against any and all liability (including defense costs and reasonable attorney fees) and claims for damages of any nature whatsoever, including but not limited to Union's negligent acts or omissions, arising out of the performance of this Agreement, except liabilities and claims for damages caused by County and/or Public Authority's negligence or willful misconduct.

H. Dues Structure for United Domestic Workers of America, AFSCME LOCAL 3930, AFL-CIO

The Union will provide a dues structure sheet within 30 days of signing this agreement, and provide the Public Authority with an update any time there are changes to the Union Dues structure.

16. LABOR-MANAGEMENT RELATIONS COMMITTEE

The Public Authority and the Union recognize the importance of maintaining an effective working relationship that fosters good communication, information sharing, and early issue resolution in order to fulfill the mission of the IHSS program and provide quality, reliable care to all IHSS Consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.

The Public Authority and the Union shall establish a Labor-Management Relations Committee. The purpose the Committee shall be to consider and take action on matters affecting the relations between the parties and recommend measures to improve Consumer care and the IHSS program. The committee shall not engage in negotiations or consider matters properly the subject of a grievance.

- A. Each party shall select their own participants for the Committee. However, either party may request the removal of a participant from the other group if that participant becomes too disruptive to the work of the Committee.
- B. The Committee shall be composed of up to ten (10) Union representatives or their designees and up to ten (10) Public Authority representatives, or their designees, including at least one IHSS Program Manager.
- C. Responsibility for hosting and chairing the Committee will alternate between the parties on each successive meeting date. Such responsibilities and duties shall include: securing and preparing the location for the meeting, preparing the mutually agreed upon meeting agenda, providing water and other simple refreshments, and selecting one representative to chair the meeting.
- D. Minutes for each meeting shall be prepared and distributed by the party that is not hosting the meeting within thirty (30) days following each meeting.
- E. The Committee may meet as frequently as agreed to by the parties, but shall convene no less than quarterly.
- F. The Public Authority and the Union will address each recommended item within a reasonable amount of time or as agreed by the parties.
- G. Bargaining unit member Committee members serve on a voluntary basis and will receive no remuneration from the Public Authority for their participation.
- H. In order to foster an environment conducive to building an effective and productive ongoing relationship between the parties, proceedings of the Labor-Management Committee shall not be open to the public. Observers or guests may attend if agreed to by the parties in advance of the meeting. Joint reports may be given to external bodies as agreed to by the parties.

17. UNION STEWARDS

- A. The Public Authority will recognize up to one Union steward for every one hundred (100) bargaining unit members.
- B. The Public Authority will recognize up to ten (10) stewards designated as Senior Stewards.
- C. The Public Authority will recognize up to five (5) stewards designated as District Representatives.
- D. All such stewards, Senior Stewards and District Representatives, shall be selected by the Union. The Union will provide a list of IHSS Providers in these positions to the Public Authority on a quarterly basis.

Compensation

The Public Authority agrees to consider discussions in future contract negotiations to establish a plan to compensate stewards for time spent in administering this MOU. The Union understands that this agreement to consider future discussions is not a commitment to agree to any particular plan.

Communication

The Public Authority and the Union recognize the unique circumstances of the IHSS workforce and that the lack of a common workplace makes dissemination of information to the bargaining unit a challenge for both the Union and the Public Authority. Both parties will work together to explore methods to achieve effective communication with the bargaining unit about the MOU and the rights and responsibilities hereunder.

Bulletin Board

The Public Authority will provide one bulletin board for use by the Union to communicate official Union business. The Executive Director of the Public Authority reserves the right to remove any material posted in violation of this Section or deemed offensive. If the Public Authority does remove material posted by the Union, it will notify the Union in writing within 10 days.

18. HEALTH BENEFITS

End of Transitional Assistance Funding for Covered California

The parties acknowledge that the Public Authority has accumulated reserve funds as a result of monthly insurance deductions Providers have previously contributed as monthly insurance

premium co-pays. This reserve is referred to as the Provider Premium Reserve. In a prior MOU, the parties agreed to the use of the Provider Premium Reserve to provide Transitional Assistance funding to Providers for health insurance. Specifically, Transitional Assistance could benefit Providers who were enrolled in the current Public Authority health insurance program as of December 31, 2013, and who subsequently enrolled in any medical benefits program provided through Covered California (California healthcare exchange). Eligible Providers could receive up to \$50.00 per month to assist with the cost of health insurance through Covered California.

The parties agree to end the Transitional Assistance coverage to IHSS Providers. Upon approval of this agreement, the Public Authority will send a notification to those providers who were eligible to receive transitional assistance payments informing them of the termination of the program on May 1, 2016. Until April 30, 2016, eligible Providers may continue to submit claims for transitional assistance payment of up to \$50.00 per month.

Dental and Vision Insurance Program

Union Trust

The Public Authority and the Union acknowledge their mutual interest in offering quality, affordable dental and vision coverage for Providers. The Public Authority agrees with the concept of a Union Dental and Vision Trust Fund (Trust) for the sole purpose of providing dental and vision benefits to eligible individual Providers covered under the MOU. The Union shall operate the Trust in accordance with all applicable Federal and/or State laws. Funds in the Trust shall not be co-mingled with other Union funds and will be used to provide dental and vision benefits to eligible IHSS Providers in Stanislaus County.

The Public Authority shall have no responsibility for administering dental and vision benefits. The Union shall be solely responsible for the provision of dental and vision benefits and administration of the dental and vision program for IHSS Providers as well as providing communications and notifications to IHSS Providers.

The Union shall indemnify, defend and hold harmless the Public Authority, the County of Stanislaus, and their respective governing bodies, officers, agents, and employees against any and all claims, demands, suits, orders, or judgments, or any other forms of liability that arise out of this section or in any way relate to the provision, or failure to provide, dental and vision benefits to Providers. This includes, without limitation, the failure to provide required notices and the failure to comply with the Health Insurance Portability and Accountability Act (“HIPPA”).

Trust Set-up

After this agreement is approved by the parties and the California Department of Social Services, the Union will initiate the process of establishing a Trust to administer dental and vision benefits for IHSS Providers in Stanislaus County. The Public Authority and the Union agree to use accumulated funding from the Provider Premium Reserve to fund the initiation of the Trust. The Public Authority will issue total payments of \$54,000 for the purpose of setting up the Trust and administrative costs including but not limited to legal, accounting and bank charges, estimated at up to \$18,000 per year of this agreement. The first of three \$18,000 payments will

be issued to the Trust within 60 days of the effective date of the MOU. Subsequent \$18,000 payments, the second and third of the three payments, will be due by August 31 in each of the following two fiscal years. The Union will be solely responsible for the set-up and documentation of the Trust, including obtaining an Employer Identification Number (EIN), Federal and State tax exempt status, insurance, bank charges and any administrative fees, including legal fees associated with the origination of the Trust that exceed \$18,000 per year.

To further assist with the start-up funding and cash-flow requirements for dental and vision benefits, the Public Authority and the Union agree to use an additional \$100,000 from the Provider Premium Reserve which will be due within 30 days of the effective date of the MOU. Upon the expiration of the dental and vision program, the advance funds of \$100,000 will be recouped in the final payment to the Trust by offsetting an equal amount from the invoiced actual costs. This accounting offset will essentially pay for the final remaining qualifying dental and vision benefits. The Public Authority will discontinue/adjust claiming of dental and vision benefits so that the Trust fund balance will be zero upon final close-out of the Trust account.

Funding of Dental and Vision Benefits

The Public Authority will reimburse the Trust for the actual cost of the dental and vision benefits paid for the effective period up to a maximum amount of \$0.10 per paid hour, one month in arrears. Paid hours will be determined by the Case Management, Information and Payrolling System (CMIPS II) “Monthly Caseload, Hours Paid and Expenditures – Total Report. Payments to the Trust will be made within 10 days of receipt of a monthly invoice supported by back-up documentations for actual dental and vision benefits paid by the Trust on behalf of Stanislaus County IHSS Providers. The Union shall deposit all such payments from the Public Authority in a separate account, which shall be used for the sole purpose of providing dental and vision benefits for Stanislaus County IHSS Providers. IHSS Providers may pay a percentage of the benefit premiums (co-pay) as determined by the Trust.

Eligibility

In order to be eligible for dental and vision benefits the Providers must work the Required Minimum Hours (RMH). The RMH, as reported by the CMIPS II data download file “HBM Send”, is sixty (60) hours or more per month. The initial eligibility requirement is that the Provider must work sixty (60) hours or more for two consecutive months. To maintain eligibility for dental and vision benefits the Provider must continue to work sixty (60) hours or more per month. A month is defined as a calendar month.

Upon approval of this agreement, the Union shall provide the Public Authority with a copy of the plan design and the communications plan to notify all Stanislaus County IHSS Providers of the availability of dental and vision benefits.

Plan trustees have the ability to start a waiting list if the funding is not adequate to cover those eligible.

In the event the State is willing to modify the billing process for payments to the Union Trust for dental and vision, the County and Union agree to meet and confer to implement such modified processes. No other provisions of this MOU will be discussed unless otherwise agreed by both parties.

Records and Audits

The Union agrees to maintain and make available to the Public Authority accurate books and records relative to the dental and vision benefits and Stanislaus County Public Authority contributions. The Union shall permit the Public Authority access to such books and records and shall maintain all pertinent materials in an accessible location and condition for a period of no less than five (5) years from the date of final payment under this Article or until after the conclusion of any audit whichever occurs last. The Public Authority shall have the right to audit all Trust books and records, including the Dental and Vision Insurance Program records related to this agreement. Public Authority may appoint an independent public accountant to conduct such an audit.

Quarterly, or upon written request the Trust will provide to the Public Authority, a copy of the Trust Fund Financial Report. The report shall include itemized records of the actual costs of the dental and vision plan premiums, member contributions towards insurance, eligible Provider participation level, rate increase by insurance carriers, a summary of remaining fund expenditures, accounting of interest income, the beginning and ending cash balance of the fund, along with bank reconciliations and supporting bank statements. Monitoring by the Public Authority may be accomplished by the following means: field reviews, audit of reports or monitoring of quarterly records, etc.

Termination of Payments

In the event the Trust created to provide dental and vision benefits terminates, or otherwise fails to provide the benefits as set forth in the Trust agreement, the Public Authority's obligation to make funding contributions to the Trust shall cease. The AFSCME Local 3930 shall notify the Public Authority in writing within three (3) calendar days on any action or proposed action to terminate the Trust or to eliminate the benefits provided by the Trust. At termination of the dental and vision program the Union will provide a reconciliation or "true-up" of all actual funds received in Trust from the Public Authority, and interest earnings, versus the actual dental and vision insurance benefit payments made, cash basis, and remit any overage of revenues above benefits paid, to the Public Authority within 30 days of the date of termination. Since the program will be based on cash-basis payment of invoices, it is anticipated that any adjustments will be immaterial and related to interest or other miscellaneous accounting adjustments. If needed, the Public Authority will abate the remittance on the next quarterly SOC 448 Claim submitted to CDSS such that reimbursement of Federal, State and County funds will be resolved within the current fiscal year.

Data Security

The Public Authority and the Union shall work together to mutually develop a method to provide for the secure transmission of necessary Provider data. The Union shall protect, defend and indemnify the Public Authority from any loss resulting from the Union's use or transmission of the secure data files.

Future Meet and Confer for Use of Provider Premium Reserve Funds

The parties agree to meet and confer during the term of this agreement, at the request of either party, to evaluate additional uses for the Provider Premium Reserve Funds. It is agreed that the Provider Premium Reserve Funds will be used for the development of Individual Providers and/or the IHSS Provider workforce covered under this agreement. The parties agree to use up to \$15,000 for Provider supplies and \$150,000 for Provider training provided by the California Independent Provider Training Center during the term of this agreement. Subjects for additional meet and confer will include, but are not limited to, procurement and distribution of supplies, training program cost reimbursements, and community based education programs to benefit Providers.

19. WAGE AND BENEFIT CONTINGENCY

If, during the term of this Agreement either State or Federal participation levels are reduced, State realignment funding is reduced, the State caps their funding participation in a Provider wage lower than wages paid under this agreement, or, either the State or Federal sharing formula is modified in any manner that would result in an increased cost to the Public Authority to maintain the wage and/or benefit level described in this Agreement, the affected benefit and/or wages, will be reduced by an amount necessary to keep the total cost to the Public Authority the same as such supported by the new Federal and/or State share or funding participation cap.

The Public Authority shall provide to the Union a written description of any adjustments to be made pursuant to this section at least thirty (30) days prior to the effective date of such adjustments. Upon receipt of a written request from the Union to do so, the Public Authority will meet and confer regarding the impact of the above-described loss of funding or funding participation wage cap. In no case will the Public Authority be required to increase its contribution towards the affected benefit and/or wages, as applicable.

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Budget
County of Stanislaus

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category
Source
Currency
Period
Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts


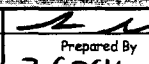
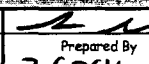
* List - Text County of Stanislaus
* List - Text LEGAL BUDGET
* List - Text Budget - Upload
* List - Text CSA KLG REV
* List - Text USD
* List - Text FEB-16
Text
Text CSA KLG JV 19181 2/2/16
Text Increase Appropriations
Text
List - Text Stanislaus Budget Org
Accounting Flexfield

DO NOT CHANGE
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ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
DO NOT CHANGE
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Re											
Re	1642	0045993	70270	0000000	000000	000000	000000	000000	248,471.00		IHSS IP Exp
Re	1642	0045993	73401	0000000	000000	000000	000000	32,559.00			State IHSS MOE Pymt
Re	1642	0045993	21060	0000000	000000	000000	000000		117,439.00		St IHSS IP Rev
Re	1642	0045993	27184	0000000	000000	000000	000000		131,032.00		Fed IHSS IP Rev
Re	1642	0045993	46620	0000000	000000	000000	000000		32,559.00		County Match GF
Re	1641	0045991	63473	0000000	000000	000000	000000	91,392.00			Contracted Svcs
Re	1641	0045991	73401	0000000	000000	000000	000000	13,023.00			State IHSS MOE Pymt
Re	1641	0045991	21060	0000000	000000	000000	000000		43,192.00		St Admin IHSS
Re	1641	0045991	27184	0000000	000000	000000	000000		48,200.00		Fed Admin IHSS
Re	1641	0045991	46620	0000000	000000	000000	000000		13,023.00		County Match GF
Re	0100	0016071	89000	0000000	000000	000000	000000		45,582.00		CEO Approp for Continge
Re	0100	0016061	85911	0000000	000000	000000	000000	32,559.00			CEO Mandated Co Match
Re	0100	0016061	85912	0000000	000000	000000	000000	13,023.00			CEO Mandated Co Match

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Increase FY 15/16 Fund 1641 and Fund 1642 estimated revenue and appropriations related to the agreement with UDWA to increase IHSS Provider Wages by .25 per hr and Benefits to .10 per paid hour. Transfer funds from Appropriations for Contingencies to CEO Mandate Match to fund the increased County Share requirement.

Prepared by Kristi Garcia Date 2/2/2016		Supervisor's Approval  Date 2/5/16		Data Entry Keyed by  Date 2/5/16		Approved Office Dept Approved By  Date 2/5/16	
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IHSS PROVIDER SUPPLIES

Authority

The Labor Agreement reached between the Public Authority (PA) and the United Domestic Workers of America (UDWA), which was approved by the Board of Supervisors on February 9, 2016; included a future meet and confer clause on In-Home Supportive Services (IHSS) Providers supplies. The Board of Supervisors, sitting as the IHSS Public Authority Board, (Agenda Items III-A on 2/9/16) authorized the Chief Executive Officer or designee(s) to negotiate and execute an agreement with UDWA for the Provider Supplies Program at a total cost not to exceed \$15,000 or \$5,000 per year for three years. The purchase of IHSS Provider supplies is to be funded by IHSS Provider Premium Reserve Funds.

Background

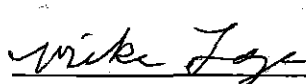
On June 24, 2016, UDWA and the PA met to discuss supplies; specifically, what types of supplies, how the supplies would be distributed and the time line for obtaining supplies. UDWA requested, and the PA agreed to, 4 items to be acquired under the heading of Provider Supplies Program: gloves, masks, hand sanitizer and disinfectant wipes. The PA did some preliminary cost estimates and provided the cost estimates to UDWA for review and comment. On, date UDWA and the PA agreed to the costs and quantity of supplies to be obtained in the first order.

Purchasing & Distribution

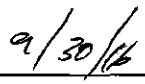
The PA will direct the purchase of the supplies listed in Attachment A, up to a maximum amount of \$5,000 per year for three years. Each year in June, the PA and UDWA will meet and confer on the purchase of supplies for the coming Fiscal Year. One-half the supplies will be provided to UDWA for distribution and the other half of the supplies will be distributed by the PA. In order to prevent the supplies from becoming outdated or storing a large number of supplies, the parties agree to have one-half (\$2,500) of the supplies purchased at the beginning of the Fiscal Year (July) and the remainder of the supplies (\$2,500) purchased in January. It is anticipated that IHSS Providers will be given 1 unit of each item per request, but either party may provide less than 1 unit of each item if the IHSS Provider does not want the item.

Tracking

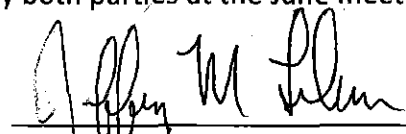
The parties agree to share information on a monthly basis as to which IHSS Providers have received supplies so as to ensure equitable distribution among the IHSS Provider workforce. A tracking worksheet (Attachment B) has been developed to assist with the tracking of IHSS Provider Supplies. Each month the PA and UDWA will exchange a copy of the monthly distribution of IHSS Provider Supplies to each other via electronic means. The PA will maintain a master copy for tracking purposes and the master tracking document will be review by both parties at the June meeting.



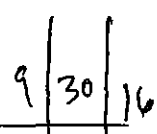
Mike Loza
Regional Coordinator
United Domestic Workers of America



Date



Jeffrey M. Lambaren
Public Authority Director
Stanislaus County



Date



In-Home Supportive Services Public Authority

**Labor Agreement with United Domestic
Workers of America**

February 9, 2016



Negotiation Process

- As the Employer of Record the Public Authority negotiates with United Domestic Workers of America (UDWA) who represents approximately 5,200 In-Home Supportive Services (IHSS) Providers in Stanislaus County
- Current MOU in place covered the term of June 1, 2012 through June 30, 2016

Existing MOU Strategies

- Modified prior benefits program (medical, dental & vision)
 - Medical plan not compliant with Health Reform
 - IHSS Providers shifting to access through Covered California
- New benefits focused on using two reserve funds:
 1. Approx. \$1.9 million **IHSS Benefit Reserve** – agreement to use this reserve to initiate a replacement dental and vision benefit program; subject to approval by Ca. Department of Social Services (CDSS)
 2. Approx. \$600k **Provider Premium Reserve** – agreement to use this reserve to provide transitional funding for qualifying IHSS Providers who enroll in Covered California

Implementing Current MOU

1. Dental/Vision Benefit plan

- CDSS rejected utilization of IHSS Benefit Reserve Fund; instructed County to rebate \$1.7 million to State/Fed and \$178K to County
- County requested (and CDSS approved) a retroactive reduction in the ongoing Maintenance of Effort (MOE)
- Net fiscal impact to County: ongoing savings of \$83K per year and one-time savings of \$428K

2. Provider Premium Reserve

- Very few IHSS Providers have enrolled in the transitional assistance program; less than \$50K spent from January 2014 to December 2015 with approximately \$560K remaining in reserves



Negotiation Process

- UDWA and Public Authority engaged in negotiations to address impacts occurring with previously negotiated benefit programs
- Negotiations resulted in a new long-term agreement to address changes in benefits program and wages.
- New agreement effective February 9, 2016 to June 30, 2019



Highlights of MOU

- **IHSS Provider Wage Increase**
 - \$0.25/hr. effective upon CDSS approval (\$10.20/hr. to \$10.45/hr.)
 - \$0.20/hr. effective January 1, 2017 (\$10.45/hr. to \$10.65/hr.)
 - \$0.20/hr. effective January 1, 2018 (\$10.65/hr. to \$10.85/hr.)
- **Health Insurance**
 - New Dental and Vision Program funded with up to \$0.10 per paid hour, based on actual costs



Highlights of MOU

Use of Provider Premium Reserves

- **Benefits Administration**
 - \$18,000 per year for 3 years for Trust Administration
 - \$100,000 one-time cash advance for to support cash flow need at start up; to be utilized at program end
- **Training**
 - \$50,000 per year for 3 years for Provider Training
- **Supplies**
 - \$5,000 per year for 3 years for supplies



Highlights of MOU

Use of Provider Premium Reserves

- Agreement will use approximately \$320K of Provider Premium Reserve
- Parties agreed to meet and confer on utilization of the remaining \$240K to support educational programming for IHSS Providers

Estimated Fiscal Impact

	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Total Program Growth*	\$385k	\$3.3 million	\$5 million	\$6 million
County Share MOU Impact**	\$46K	\$362k	\$534k	\$633k

* Total Program Growth combines impact of annual 3.5% MOE increase required by State law and impact of new labor agreement; this is the total cost shared by Fed, State and County

** County share of cost related to the recommended MOU; funding resources include fund balance set-aside at FY 14-15 year-end, ongoing savings from prior MOE reduction and realignment growth funding

Looking Forward



- Transition of program to State is uncertain; Phase I counties are still in process, no timeline for Phase II transition
- Long-term labor agreement provides good opportunity to establish stability in the program through the potential transition period

Recommendations

1. Approve the tentative agreement reached between In-Home Supportive Services Public Authority of Stanislaus County and the United Domestic Workers of America (UDWA), representing the Stanislaus County In-Home Supportive Services (IHSS) Providers for the period of February 9, 2016 through June 30, 2019.
2. Authorize the Community Services Agency (CSA) to submit a Rate Change Request to the California Department of Social Services (CDSS) to implement the salary and benefit provisions agreed to per the attached Memorandum of Understanding (MOU).
3. Authorize the Chairman of the Public Authority and all parties to sign the agreement.

Recommendations

4. Authorize the Chief Executive Officer or his designee(s) to negotiate and execute an agreement with the UDWA for the Provider Supplies Program at a total cost not to exceed \$15,000 or \$5,000 per year for three years, funded by IHSS Provider Premium Reserve Funds.
5. Authorize the Chief Executive Officer or his designee(s) to negotiate and execute a sole-source agreement with the California Independent Provider Training Center (CAIPTC) for training of IHSS Providers in Stanislaus County at a total cost of \$150,000 or \$50,000 per year for three years, funded by IHSS Provider Premium Reserve Funds.

Recommendations

6. By 4/5 vote, authorize the transfer of \$45,582 from Appropriations for Contingencies to fund the increase to county share in the Community Services Agency IHSS Public Authority – Provider Wages and IHSS Public Authority – Benefits Administration budgets. This cost will be offset at year-end close by fund previously assigned for this purpose in the Adopted Final Budget 2015-2016
7. Direct the Auditor Controller to make the necessary adjustments to the Community Services Agency IHSS Public Authority – Provider Wages and IHSS Public Authority - Benefits Administration budgets as reflected in the budget journal form.



In-Home Supportive Services Public Authority

Questions?